



Suzanne Henderson

**FIRST AMENDMENT TO
PAID UP OIL AND GAS LEASE**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This First Amendment to Paid Up Oil and Gas Lease (this "Agreement") made this 15th day of September, 2008, by and between GVT PROPERTIES COMPANY, LLC, a Michigan limited liability company ("Lessor") and CHESAPEAKE EXPLORATION, LLC, an Oklahoma limited liability company. ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Paid Up Oil and Gas Lease (the "Lease") dated June 28, 2007, a Memorandum of which is recorded as Instrument Number D207256182 in the Records of Tarrant County, Texas, covering certain lands lying and being situated in Tarrant County, Texas, as more specifically described therein;

WHEREAS, neither Lessor nor Lessee has assigned, conveyed or otherwise transferred any of its interest in the Lease; and

WHEREAS, Lessor and Lessee now desire to amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and the sum of \$10.00 (Ten and No/100 Dollars) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Lessor and Lessee agree to amend the Lease as follows:

The following provision shall be inserted into the Lease as paragraph 15:

Notwithstanding anything herein to the contrary, Lessee shall have no right to enter upon, conduct any drilling or other surface operations of any nature, or place any facilities or structures of any kind on, over or across, any portion of the leased premises; provided, however, Lessee shall have the limited right to enter the leased premises with a subsurface horizontal or directional wellbore at any depth of greater than five hundred feet (500') from the surface of the leased premises in an effort to explore for and develop oil and gas under the leased premises, provided that such operations do not interfere with in any way the surface or subsurface support of any improvements constructed on the leased premises or the business activities conducted on the leased premises.

Lessor does hereby grant, lease and let to Lessee, it successors and assigns, the lands described in the Lease, for the purpose and upon the terms and conditions set forth in the Lease and as herein amended.

Lessor acknowledges that the Lease, as amended hereby, is valid and in full force and effect with respect to the leased premises.

EXECUTED as of the date first above written.

LESSOR:

GVT PROPERTIES COMPANY, LLC

By: Fred Gordon
Name: FRED GORDON
Title: MANAGER

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
AN OKLAHOMA LIMITED LIABILITY COMPANY

By: [Signature]
Name: Henry J. Hood
Title: Senior Vice President, Land and Legal & General Counsel
of Chesapeake Exploration, L.L.C.

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ ^{MICHIGAN} §
COUNTY OF OAKLAND §

This instrument was acknowledged before me on the 26 day of SEPTEMBER, 2008, by FRED GORDON, as MANAGER of GVT PROPERTIES COMPANY, LLC, a Michigan limited liability company, on behalf of said limited liability company.

Donna J. O'Brien
Notary Public, State of Texas

My Commission Expires: _____

DONNA J. O'BRIEN
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 18, 2011
Acting in the County of OAKLAND

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

Before me, Debbie F. Allen, the undersigned notary public, on this day personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under hand and seal of office this 22nd day of Sept., 2008.

My Commission Expires _____
Commission Number _____



Debbie F. Allen
Notary Public, State of Oklahoma

Please return to:
Chesapeake Energy
Attn: Laura Whaley
P.O. Box 2019
Fort Worth, TX 76113